

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE
DEPARTMENT OF DEFENSE
OF
THE UNITED STATES OF AMERICA
AND
THE MINISTER OF DEFENSE
OF
THE KINGDOM OF THE NETHERLANDS
REGARDING THE ASSIGNMENT
OF
NAVAL
LIAISON OFFICERS

CERTIFIED TO BE A TRUE COPY

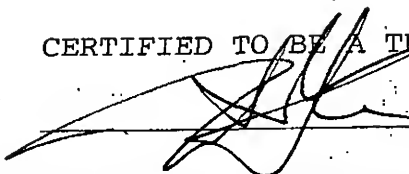
 LCDR, JAGC, USN

TABLE OF CONTENTS

INTRODUCTION.....	1
SECTION I	
DEFINITIONS.....	1
SECTION II	
SCOPE	2
SECTION III	
DUTIES AND ACTIVITIES.....	3
SECTION IV	
FINANCIAL ARRANGEMENTS	4
SECTION V	
SECURITY	5
SECTION VI	
TECHNICAL AND ADMINISTRATIVE MATTERS.....	6
SECTION VII	
STATUS.....	8
SECTION VIII	
DISCIPLINE AND REMOVAL.....	8
SECTION IX	
SETTLEMENT OF DISPUTES	9
SECTION X	
ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION.....	9
ANNEX A: SAMPLE CERTIFICATION TO BE SIGNED BY FOREIGN LIAISON OFFICERS	11

INTRODUCTION

The Department of Defense of the United States of America and the Minister of Defense of the Kingdom of the Netherlands (each referred to herein individually as a "Participant" and together as the "Participants"), desiring to establish formal liaisons between the Participants, hereby reach the following understanding regarding the assignment of individuals at naval facilities to serve as Liaison Officers between them.

SECTION I DEFINITIONS

In addition to any terms defined in other provisions of this Memorandum of Understanding (MOU), the following terms will have the following meanings when used herein:

- 1.1 "Classified Information" means: official information of a Participant that requires protection in the interests of national security of such Participant and is so designated by the application of security classification markings.
- 1.2 "Contact Officer" means: a U.S. Department of Defense (DoD) official designated in writing to oversee and control all contacts, requests for information, consultations, access, and other activities of foreign liaison officers who are assigned to, or are visiting, a DoD component or subordinate organization.
- 1.3 "Controlled Unclassified Information" means: unclassified information of a Participant to which access or distribution limitations have been applied in accordance with national laws, policies, and regulations of such Participant. It includes United States information that is exempt from public disclosure or subject to export controls.
- 1.4 "Host Government" means: the national government of the Host Participant.
- 1.5 "Host Participant" means: the Participant to which the Liaison Officer acts as a liaison pursuant to an assignment by a Parent Participant under Section III.
- 1.6 "International Visits Program (IVP)" means: the program established to process visits by, and assignments of, foreign representatives to United States Department of Defense Components and Department of Defense contractor facilities. It is designed to ensure that Classified and Controlled Unclassified Information to be disclosed to foreign nationals has been properly authorized for disclosure to their governments; that the requesting foreign government provides a security assurance on such foreign nationals and their sponsoring organization or firm, when Classified Information is involved in the visit or assignment; and that administrative arrangements (e.g., date, time and place) for the visit or assignment are provided.
- 1.7 "Liaison Officer" means a military member or civilian employee of a Parent Participant who, upon approval or certification of the Host Participant or Government, is authorized by the

Parent Participant to act as its official representative in connection with programs, projects, or arrangements of interest to the Participants' Governments.

1.8 "Parent Government" means: the national government of the Parent Participant.

1.9 "Parent Participant" means: the Participant that assigns a Liaison Officer pursuant to Article III.

SECTION II SCOPE

2.1 During the term of this MOU, subject to the approval of the Participants, each Participant may assign military members or civilian employees of its armed forces to serve as a Liaison Officer(s) to the other Participant's naval commands in accordance with the terms of this MOU.

2.2 The establishment of each Liaison Officer position under this MOU will be based upon the demonstrated need for, and the mutual benefit of, this position to the Participants. Once established, each Liaison Officer position will be subject to periodic review by either Participant to ensure that the position continues to be required by, and is of mutual benefit to, the Participants. A Liaison Officer position no longer required by, or of mutual benefit to, either Participant will be subject to elimination.

2.3 Commencement of such a tour of duty by a Liaison Officer will be subject to any requirements that may be imposed by the Host Participant or its government regarding formal certification or approval of Liaison Officers. Liaison Officers to be assigned by their Parent Participant to locations in the United States shall be requested pursuant to the International Visits Program (IVP), as defined in Paragraph 1.6 of this MOU.

2.4 Unless otherwise arranged, the normal tour of duty for a Liaison Officer will be three (3) years.

2.5 As a general rule, an individual may serve as a Liaison officer to only one major military command of the Host Participant at any point in time.

SECTION III DUTIES AND ACTIVITIES

3.1 The Liaison Officer will represent the Parent Participant to the Host Participant. The Liaison Officer will not perform duties reserved by the laws or regulations of the Host Government to officers or employees of the Host Government, nor will the Liaison Officer provide any labor or services to the Host Government or any of its agencies, including the Host Participant.

3.2 The Liaison Officer will be required to comply with all applicable Host Government policies, procedures, laws and regulations. The Host Participant will assign a Contact Officer to provide guidance to the Liaison Officer concerning policies, procedures, laws and regulations of the Host Participant, and to arrange for activities consistent with such requirements and the purposes of this MOU.

3.3 The Liaison Officer may request access to Host Participant facilities by submitting a request to the Contact Officer. Access to Host Participant facilities may be granted if such access promotes the purposes of this MOU, is consistent with the terms of any applicable certification or approval issued by the Host Government, and is permitted under the applicable policies, procedures, laws and regulations of the Host Government. Approval of such requests will be at the discretion of the Host Participant. Any request for access that exceeds the terms of an applicable certification or approval will be submitted through the International Visits Program (IVP).

3.4 The Liaison Officer will not be granted access to technical data or other information of the Host Participant, whether or not classified, except as authorized by the Host Participant, and only to the extent necessary to fulfill the Liaison Officer's functions hereunder.

3.5 All information to which the Liaison Officer is granted access while serving as a liaison to the Host Participant will be treated as information provided to the Parent Government, in confidence, and will not be further released or disclosed by the Liaison Officer to any other person, firm, organization, or government without the prior written authorization of the Host Government. Disclosure of information to the Liaison Officer will not be deemed to be a license or authorization to use such information for any purpose other than the purposes described in Section II.

3.6 The Liaison Officer will not be permitted to participate in exercises, deployments, or civil-military actions, unless expressly authorized to do so by both the Host and Parent Participant.

3.7 The Parent Participant will not place or keep a Liaison Officer in duty assignments in which direct hostilities with forces of third states are likely to occur or have commenced, unless approved by the Parent Participant and Host Participant in writing.

3.8 The Liaison Officer will be required to comply with the dress regulations of the Parent Participant but, if requested by the Host Participant, will also wear such identification necessary to identify the Liaison Officer's nationality, rank and status as a Liaison Officer. The order of dress for any occasion will be that which most closely conforms to the order of dress for the particular uniform of the day of the Host Participant where the Liaison Officer is located. The Liaison Officer will be required to comply with the customs of the Host Participant with respect to the wearing of civilian clothing.

3.9 Prior to the commencement of a Liaison Officer's tour, the Parent Participant will notify the Host Participant of the specific Parent Participant organization which will exercise operational control over the Liaison Officer and, if different, the Parent Participant organization that will provide administrative support to the Liaison Officer and the Liaison Officer's dependents.

SECTION IV FINANCIAL ARRANGEMENTS

4.1 The Parent Participant will bear all costs and expenses of the Liaison Officer, including, but not limited to:

4.1.1 All pay and allowances of the Liaison Officer;

4.1.2 All travel by the Liaison Officer and the Liaison Officer's dependents, including, but not limited to, travel to and from the country of the Host Participant;

4.1.3 All costs and expenses associated with the assignment or placement of the Liaison Officer and the Liaison Officer's dependents within the Host Participant's country, including travel, office space, clerical support, quarters, rations, medical and dental services, unless specifically stated otherwise in an applicable international agreement;

4.1.4 Compensation for loss of, or damage to, the personal property of the Liaison Officer, or the personal property of the Liaison Officer's dependents;

4.1.5 The movement of the household effects of the Liaison officer and the Liaison Officer's dependents;

4.1.6 Preparation and shipment of remains and funeral expenses associated with the death of the Liaison Officer or his or her dependent(s);

4.1.7 Formal and informal training of the Liaison officer, other than briefings on Host Participants requirements provided by the Contact Officer; and

4.1.8 All expenses in connection with the return of a Liaison Officer whose assignment has ended or been terminated, along with his or her dependents.

4.2 The Host Participant may provide such office facilities, equipment, supplies and services as may be necessary for the Liaison Officer to fulfill the purposes of this MOU, subject to reimbursement by the Parent Participant for the cost of the Liaison Officer's use of such facilities at rates determined by the Host Participant. Where the United States is the Host Participant, reimbursement for such facilities, equipment, supplies, and services will be made through Foreign Military Sales (FMS).

SECTION V SECURITY

5.1 The Host Participant will establish the maximum substantive scope and classification levels within which the disclosure of any Classified Information or Controlled Unclassified Information to the Liaison Officer will be permitted. The Host Participant will inform the Parent Participant of the level of security clearance required to permit the Liaison Officer access to such information. The Liaison Officer's access to such information and facilities will be consistent with, and limited by the terms of his/her assignment, the provisions of this Section and any other agreement or arrangement between the Participants or their governments concerning access to such information and facilities. Further, access will at all times be limited to the minimum required to accomplish the purposes of this MOU, and, at its discretion, the Host Participant may prohibit the Liaison Officer's right of access to any Host Participant facility or require that such access be supervised by Host Participant personnel.

5.2 Each Participant will cause security assurances to be filed, through the Netherlands Embassy in Washington, D.C., in the case of the Netherlands personnel, and through the U.S. Embassy in Amsterdam in the case of United States personnel, stating the security clearances for the Liaison Officer being assigned by such Participant. The security assurances will be prepared and forwarded through prescribed channels in compliance with established Host Participant procedures. For the United States, the prescribed channels will be the International Visits Program (IVP), as defined in paragraph 1.6 of this MOU.

5.3 The Parent Participant will ensure that each assigned Liaison officer is fully cognizant of, and complies with, applicable laws and regulations concerning the protection of proprietary information (such as patents, copyrights, know-how, and trade secrets), classified information and controlled unclassified information disclosed to the Liaison Officer. This obligation will apply both during and after termination of an assignment as a Liaison Officer. Prior to taking up duties as a Liaison Officer, the Liaison Officer of the Netherlands will be required to sign the

certification at Annex A. Only individuals who execute the certification will be permitted to serve as Liaison Officers with the United States Navy.

5.4 The Parent Participant will ensure that the Liaison Officer, at all times, complies with the security laws, regulations and procedures of the Host Government. Any violation of security procedures by a Liaison Officer during his or her assignment will be reported to the Parent Participant for appropriate action. Upon request by the Host Participant, the Parent Participant will remove any Liaison Officer who violates security laws, regulations, or procedures during his or her assignment.

5.5 All Classified Information made available to the Liaison Officer will be considered to be Classified Information furnished to the Parent Participant, and will be subject to all provisions and safeguards provided for under the General Security Agreement in force between the United States of America and the Netherlands dated 18 August 1960, as amended, and including the Industrial Security Annex of 9 April 1982.

5.6 The Liaison Officer will not take custody of Classified Information or Controlled Unclassified Information in tangible form (for example, documents or electronic files), except as expressly permitted by the terms of the Host Participant certification of the Liaison Officer (and requested in writing by the Parent Government) for the following situations:

5.6.1 Couriers. The Liaison Officer may not assume custody of documentary information except as couriers. The Liaison Officer may only act as couriers when they are authorized in writing to serve their government as couriers and when documentary information has been approved for release to their government. The Classified Information will be packaged and provided a receipt for in compliance with Host Participant requirements.

5.6.2 On-Site Storage. The Liaison Officer may be furnished a secure container for the temporary storage of Classified Information, consistent with the terms of the certification, provided the security responsibility and control of the container and its contents remains with the Host Participant.

SECTION VI TECHNICAL AND ADMINISTRATIVE MATTERS

6.1 The Host Participant's certification or approval of an individual as a Liaison Officer will not bestow diplomatic or other special privileges on that individual.

6.2 To the extent authorized by the laws and regulations of the Host Government, and in accordance with Section IV of this MOU, the Host Participant may provide such administrative support as is necessary for the Liaison Officer to fulfill the purposes of this MOU, subject to reimbursement by the Parent Participant.

6.3 Exemption from taxes, customs or import duties, or similar charges for the Liaison Officer or the Liaison Officer's dependents will be governed by applicable laws and regulations or international agreement between the Host Government and the Parent Government.

6.4 If office space is provided to the Liaison Officer by the Host Participant, the Host Participant will determine the normal working hours for the Liaison Officer.

6.5 The Parent Participant will ensure that the Host Participant is informed as far in advance as possible of any absences of the Liaison Officer.

6.6 The Liaison Officer and his/her dependents will be provided care in military medical and dental facilities to the extent permitted by applicable law, policy, and international agreement. Where a reciprocal agreement for health care exists between the Participants, the access entitlement of the Liaison Officer and his/her dependents is specified. For those personnel covered by such an agreement, care is generally provided free of charge. All Liaison Officers and dependents not covered by a reciprocal agreement may be offered health care on a reimbursable basis in military facilities. Where military facilities are not available, the Liaison Officer will be responsible for all medical and dental costs incurred by himself/herself and his/her dependents. The Parent Participant will ensure that the Liaison Officer and his/her dependents are physically fit prior to the Liaison Officer's tour of duty. The Parent Participant will be responsible for familiarizing itself with the medical and dental services available to the Liaison Officer and his/her dependents, and the costs and the procedures for use of such services.

6.7 The Liaison Officer and his/her dependents may be accorded the use of military commissaries, exchanges, theaters and similar morale and welfare activities, in accordance with the laws, regulations, and policies of the Host Participant.

6.8 To the extent permitted by the laws and regulations of the Host Government, and subject to reimbursement by the Parent Participant, the Host Participant may provide, if available, housing and messing facilities for the Liaison Officer and the Liaison Officer's dependents on the same basis and priority as for its own personnel of comparable rank and assignment. At locations where housing and messing facilities are not provided by the Host Participant, the Host Participant will use reasonable efforts to assist the Parent Participant to locate such facilities for the Liaison Officer and the Liaison Officer's dependents.

6.9 The Parent Participant will ensure that the Liaison Officer and the Liaison Officer's dependents have all documentation required by the Host Government for entry into, and exit from, the country of the Host Government at the time of such entry or exit. Unless exempted under an applicable international agreement between the Participants, Liaison Officers and their dependents entering the United States will be required to comply with United States Customs Regulations.

6.10 The Parent Participant will ensure that the Liaison Officer and his/her dependents will obtain motor vehicle liability insurance coverage for their private motor vehicles, in accordance with applicable laws, regulations and policies of the Host Government, or the political subdivisions of the country of the Host Participant in which the Liaison Officer and his/her dependents are located.

SECTION VII STATUS

7.1 The status of the Liaison Officer and his/her dependents, while in the territory of the Host Participant, is governed by the provisions of the Agreement of 19 June 1951 between the Parties to the North Atlantic Treaty regarding the Status of their Forces (NATO SOFA).

SECTION VIII DISCIPLINE AND REMOVAL

8.1 Except as provided in paragraph 8.2, neither the Host Participant nor the armed forces of the Host Government may take disciplinary action against a Liaison Officer who commits an offense under the military laws or regulations of the Host Participant, nor will the Host Participant exercise disciplinary powers over the Liaison Officer's dependents. The Parent Participant, however, will take such administrative or disciplinary action against the Liaison Officer, as may be appropriate under the circumstances, to ensure compliance with this MOU, and the Participants will cooperate in the investigation of any offenses under the laws or regulations of either Participant.

8.2 The certification or approval of a Liaison Officer may be withdrawn, modified or curtailed at any time by the Host Participant for any reason, including, but not limited to, the violation of the regulations or laws of the Host Participant or the Host Government. In addition, at the request of the Host Participant, the Parent Participant will remove the Liaison officer or a dependent of the Liaison officer from the territory of the Host Participant. The Host Participant will provide an explanation for its removal request, but a disagreement between the Participants concerning the sufficiency of the Host Participant's reasons will not be grounds to delay the removal of the Liaison Officer.

8.3 A Liaison Officer will not exercise any supervisory or disciplinary authority over military or civilian personnel of the Host Participant.

SECTION IX SETTLEMENT OF DISPUTES

9.1 Disputes arising under or relating to this MOU will be resolved only through consultations between the Participants and shall not be referred to an individual, national or international tribunal, or to any other forum for settlement.

SECTION X ENTRY INTO FORCE, AMENDMENT, DURATION AND TERMINATION

10.1 All obligations of the Participants under this MOU will be subject to national laws and the availability of appropriated funds for such purposes.

10.2 The Parent Participant will ensure that the Liaison Officer complies with all obligations and restrictions applicable to the Liaison Officer under this MOU.

10.3 This MOU may be amended by the mutual written consent of the Participants.

10.4 This MOU may be terminated at any time by written consent of both Participants. In the event both Participants decide to terminate this MOU, the Participants will consult prior to the date of termination.

10.5 Either Participant may terminate this MOU upon one hundred and eighty (180) days' written notification to the other Participant.

10.6 In the event of conflict between the terms of this MOU and the terms of an applicable Letter of Offer and Acceptance (LOA), the terms of the LOA will control. Any Letters of Offer and Acceptance (LOAs) associated with or related to this MOU will be terminated in accordance with their terms.

10.7 The respective rights and responsibilities of the Participants under Section V (Security) will continue, notwithstanding the termination or expiration of this MOU.

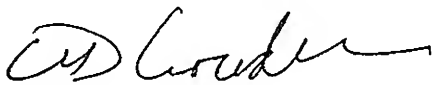
10.8 No later than the effective date of expiration or termination of this MOU, each Participant will remove its Liaison Officer(s) and such Liaison Officer's(s') dependents from the territory of the other Participant and pay any money owed to the other Participant under this MOU. Any costs or expenses for which a Participant is responsible pursuant to Section IV of this MOU, but which were not billed in sufficient time to permit payment prior to termination or expiration of this MOU, will be paid promptly after such billing.

10.9 This MOU will enter into effect upon signature by both Participants. This MOU will remain in force for three (3) years, and may be extended by written consent of the Participants.

10.10 This MOU consists of ten (10) sections and an Annex.

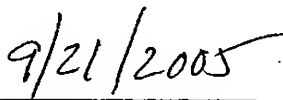
IN WITNESS WHEREOF, the undersigned, being duly authorized, have signed this MOU in the English language, which shall be considered by the Participants the governing text, effective on the last day of the signature below.

ON BEHALF OF
THE DEPARTMENT OF DEFENSE OF THE
UNITED STATES OF AMERICA:



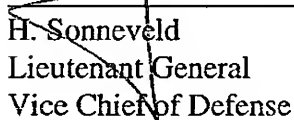
Doug Crowder
Rear Admiral, United States Navy
Assistant Deputy Chief of Naval Operations for
Information, Plans and Strategy

Washington, D.C.



Dated:

ON BEHALF OF
THE MINISTER OF DEFENSE
OF THE KINGDOM OF THE
NETHERLANDS:



H. Sonneveld
Lieutenant General
Vice Chief of Defense

The Hague
The Netherlands



Dated:

ANNEX A - CERTIFICATION

[Office Symbol]

[Date]

SECTION I LIAISON OFFICER LEGAL STATUS OF CERTIFICATION

As a representative of the Royal Netherlands Navy under the auspices of an Extended Visit Authorization to the United States Navy, I am subject to the jurisdiction of United States federal, state, and local laws, except as provided by treaty, other specific legal authority, or the terms of any diplomatic immunity which I may have been granted. I understand that my acceptance of the Liaison Officer position does not bestow diplomatic or other special privileges.

SECTION II LIAISON OFFICER CONDITIONS OF CERTIFICATION

- (1) **Responsibilities:** I understand that my activities will be limited to the representational responsibilities of my government and that I am expected to present the views of my government with regard to the issues which my government and the U.S. Government have a mutual interest. I will not perform duties that are reserved by law or regulation to an officer or employee of the U.S. Government.
- (2) **Costs:** I understand that all costs associated with my duties as a Liaison Officer will be the responsibility of my government, including, but not limited to, travel, office space, clerical services, quarters, rations, and medical and dental services.
- (3) **Extensions and Revalidation:** I understand that if my government desires to request an extension or revalidation of my position beyond the original dates for which I am certified, a new visit request will be submitted not later than 30 days prior to the expiration date of the current Extended Visit Authorization.
- (4) **Contact Officer:** I understand that when the certification process is completed, a Contact Officer(s) will be assigned to sponsor me during my visit to the Naval Network Warfare Command. I further understand that I will coordinate, through my Contact Officer, all requests for information, visits, and other business which fall under the terms of my certification. I also understand that requests for information that are beyond the terms of my certification will be made through the Office of the Defense Attaché.
- (5) **Other Visits:** I understand that visits to facilities for which the purpose does not directly relate to the terms of my certification will be made through the Office of the Defense Attaché.
- (6) **Uniform:** I understand that I will wear my national uniform when conducting business at the Naval Network Warfare Command or other Department of Defense facilities, unless otherwise directed. I will comply with my Parent Government's service uniform regulations.

(7) **Duty Hours:** I understand that my duty hours are Monday through Friday, between 0800 and 1700. Should I require access to my work area during non-duty hours, I am required to request permission from the Command Security Officer. I further understand that IT IS necessary to assign a United States escort officer to me during my non-duty access. Any cost incurred as a result of such non-duty access may be reimbursable to the United States Government.

(8) **Security:**

a. I understand that access to U.S. Government information will be limited to that information determined by my Contact Officer to be necessary to fulfill the functions of a Liaison Officer. I also understand that I may not have unsupervised access to U.S. Government computer systems, unless the information accessible by the computer is releasable to my government in accordance with applicable U.S. law, regulations and policy.

b. All information to which I may have access during my certification will be treated as information provided to my government in confidence and will not be further released or disclosed by me to any other person, firm, organization, or government without the prior written authorization of the United States Government.

c. I will immediately report to both my Contact Officer should I obtain or become knowledgeable of United States Government information for which I am not authorized to have access. I will further report to my Contact Officer any incidents of my being offered or provided information that I am not authorized to have.

d. If required, I will display a security badge on my outer clothing so that it is clearly visible. The United States Government will supply this badge.

(9) **Compliance:** I have been briefed on, fully understand, and will comply with the terms and conditions of my certification. Failure to comply may result in termination of my certification. I further understand that the termination of my certification does not preclude further disciplinary action in accordance with any applicable Status of Forces Agreement or other government-to-government agreements.

(10) **Definitions of Terms:** Terms not defined herein will have the definitions ascribed to them in the applicable MOU governing my assignment as a Liaison Officer.

**SECTION III
LIAISON OFFICER
TERMS OF CERTIFICATION**

- (1) **Contact Officer:** CDR Tony Parrillo has been assigned as my Contact Officer.
- (2) **Certification:** I am certified to the Naval Networks Warfare Command, United States Navy in support of Joint/NATO C4 interoperability.
- (3) **Travel:** I may visit the following locations under the terms of my certification, with the permission of my Contact Officer:
Naval Network Warfare Command, Naval Amphibious Base Little Creek, Norfolk, Virginia
Naval Network Warfare Command Execution Center, Naval Station Norfolk, Virginia
Allied Command Transformation, Norfolk, Virginia
US Joint Forces Command, Norfolk (to include Suffolk), Virginia

**SECTION IV
LIAISON OFFICER
CERTIFICATION OF IN-BRIEFING**

I, CDR Hugo P. Verwijs understand and acknowledge that I have been certified as a Liaison Officer to the Naval Network Warfare Command, as agreed upon between the Netherlands and the United States Navy. I further acknowledge that I fully understand and have been briefed on: (1) the legal status of my certification; (2) the conditions of my certification; and (3) the terms of my certification. I further acknowledge that I will comply with the conditions and responsibilities of my certification.

(SIGNATURE OF LIAISON OFFICER)

Hugo P. Verwijs, Commander

(DATE)

(SIGNATURE OF BRIEFER)

(TYPED NAME)

(LOCATION)